

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN CANADA AND THE CANADIAN TRADE OFFICE IN TAIPEI CONCERNING COOPERATION IN THE FIELDS OF SCIENCE AND TECHNOLOGY

簽訂日期：民國 106 年 08 月 23 日

生效日期：民國 106 年 08 月 23 日

THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN CANADA (“ TECO ”)
AND THE CANADIAN TRADE OFFICE IN TAIPEI (“ CTOT ”),
hereinafter referred to as the “ Participants ” ,

DESIRING to continue their cooperation, based on reciprocity and
aimed at furthering their respective research and technological
objectives,

HAVE COME to the following understanding:

1. COORDINATING AGENCIES

- (a) TECO designates the Ministry of Science and Technology (“ MOST ”) of Taiwan to carry out this Memorandum of Understanding (“ MOU ”) on its behalf.
- (b) CTOT designates the National Research Council of Canada (“ NRC ”) to carry out this MOU on its behalf.

2. GENERAL PROVISIONS

- (a) The Participants understand that MOST and NRC will promote research and development cooperation in the fields of science and technology of mutual interest, in order to further their research and technological development objectives.
- (b) The Participants understand that their cooperation in research and development will be aimed at encouraging the commercialization of research deliverables. The Participants will encourage industry cooperation or commitment.
- (c) The Participants understand that MOST and NRC will frequently consult through a Steering Committee.

3. APPLICATION OF THIS MOU

- (a) The Participants understand that MOST and NRC will each

designate a coordinator to carry out the cooperation and activities under this MOU.

- (b) The Participants understand that MOST and NRC will establish a Steering Committee, composed of representatives of the MOST and NRC and other agencies as appropriate, to develop and oversee the application of this MOU. The Participants understand that the Steering Committee will:

- (i) meet at least once a year;
- (ii) determine the general fields and specific subjects of research in which cooperation will take place;
- (iii) consult in person or in writing whenever necessary to review the activities carried out pursuant to this MOU;
- (iv) identify new activities that may be carried out for the mutual benefit of MOST and NRC.

4. SCOPE

- (a) The Participants understand that the scope of cooperative research and development may include areas of mutual interest with the aim of commercialization of research.
- (b) The Participants understand that:
- (i) for MOST, cooperative activities will be carried out by faculty and researchers at universities and academic institutions, and non-profit research institutions;;
 - (ii) for NRC, cooperative activities will be carried out by researchers from NRC programs.

5. FORMS OF RESEARCH COOPERATION

The Participants understand that MOST and NRC may carry out research cooperation through some or all of the following activities:

- (i) exchanges of scientific and technical information;
- (ii) visits and exchanges of scientific and technical personnel;
- (iii) training of doctorate students and Postdoctoral fellows;
- (iv) joint cooperative research projects (“CRPs”);
- (v) workshops.

6. IMPLEMENTATION OF COOPERATIVE RESEARCH PROJECTS

- (a) The Participants understand that universities, academic

institutions, and non-profit research institutions funded by MOST may develop CRPs with NRC consistent with the objectives of this MOU and subject to their operational requirements.

- (b) The Participants understand that a full description of each CRP, including confidentiality, publication and intellectual property provisions, will be drawn up and signed as a legally binding contract between NRC and universities, academic institutions, and non-profit research institutions funded by MOST.

7. FUNDING

The Participants understand that, unless the following otherwise mutually decided in writing, MOST and NRC will bear the costs of participating in cooperative activities.

8. RESEARCH FACILITIES

The Participants understand that MOST and NRC will make every effort to provide each other's researchers, visiting under this MOU, with appropriate research facilities.

9. APPLICABLE LAWS AND REGULATIONS

The Participants understand that MOST and NRC will inform their respective visiting researchers of the necessity to abide by the laws and regulations of the host jurisdiction during their stay.

10. FINAL DISPOSITIONS

- (a) This MOU will come into effect on the date of its signature by the Participants and will remain valid for a period of five (5) years.
- (b) A Participant may terminate this MOU by giving a ninety (90) days' written notice to the other.
- (c) In case of termination, the Participants will ensure that MOST and NRC continue to provide joint funding for those CRPs already in effect and apply all the provisions of this MOU until those CRPs are completed.
- (d) The Participants may extend this MOU for a further five (5) years upon their mutual consent.

(e) The Participants may amend this MOU upon their mutual consent in writing.

SIGNED in duplicate in the Chinese, English and French languages, each version being equally valid.

FOR THE TAIPEI
ECONOMIC AND
CULTURAL OFFICE IN
CANADA

Chung-chen Kung
Representative

Date: 2017-08-23
Place: Ottawa

WITNESS:
FOR THE MINISTRY OF
SCIENCE AND
TECHNOLOGY OF
TAIWAN

Liang-Gee Chen
Minister

FOR THE CANADIAN
TRADE OFFICE IN
TAIPEI

Mario Ste-Marie,
Executive Director

Date: 2017-08-15
Place: Taipei

WITNESS:
FOR THE NATIONAL
RESEARCH COUNCIL
OF CANADA

Iain Stewart
President